

NEBRASKA DEPARTMENT  
OF INSURANCE

BEFORE THE DEPARTMENT OF INSURANCE  
STATE OF NEBRASKA

JUL 12 2004

FILED

STATE OF NEBRASKA	)	
DEPARTMENT OF INSURANCE,	)	
	)	CONSENT ORDER
PETITIONER,	)	
	)	
VS.	)	CAUSE NO. A-1570
	)	
SCOTT PATRICK LAWSON,	)	
	)	
RESPONDENT.	)	

In order to resolve this matter, the Nebraska Department of Insurance ("Department"), by and through its attorney, Janette L. Adair and Scott Patrick Lawson ("Respondent"), mutually stipulate and agree as follows:

JURISDICTION

1. The Department has jurisdiction over the subject matter and Respondent pursuant to Neb. Rev. Stat. §§44-101.01, and 44-4047 et seq.

2. Respondent was licensed as an insurance agent under the laws of Nebraska at all times material hereto.

STIPULATIONS OF FACT

1. The Department initiated this administrative proceeding by filing a petition styled State of Nebraska Department of Insurance vs. Scott Patrick Lawson, Cause Number A-\_\_\_ on June 9, 2004. A copy of the petition was served upon the Respondent at the Respondent's address registered with the Department by certified mail, return receipt requested.

2. Respondent violated Neb. Rev. Stat. §§44-1525(10) (R.S.SUPP.,2003) as a result of the following conduct:

- a. On or about July 29, 2003, Respondent signed a life insurance application for Mamie McCrory certifying that "the insurance applied for is not or is not likely to replace or change any existing policies or contracts" while knowing that this statement was false.
- b. On or about July 29, 2003, Respondent signed a life insurance application for Bryan McCrory certifying that "the insurance applied for is not or is not likely to replace or change any existing policies or contracts" while knowing that this statement was false.
- c. On or about July 29, 2003, Respondent signed a life insurance application for Bonner Bontay certifying that "the insurance applied for is not or is not likely to replace or change any existing policies or contracts" while knowing that this statement was false.
- d. On or about July 29, 2003, Respondent signed a life insurance application for Barry McCrory certifying that "the insurance applied for is not or is not likely to replace or change any existing policies or contracts" while knowing that this statement was false.
- e. On or about July 29, 2003, Respondent signed a life insurance application for Jermona Bonner certifying that "the insurance applied for is not or is not likely to replace or change any existing policies or contracts" while knowing that this statement was false.

3. Respondent violated Neb. Rev. Stat. §44-4059(1)(h) (R.S.SUPP.,2002) as a result of the following conduct:

- a. On or about July 29, 2003, Respondent went to the home of Mamie McCrory and initiated a life insurance application for Bryan McCrory. Respondent had Mamie McCrory forge the signature of Bryan McCrory on the life insurance application.
- b. On or about July 29, 2003, Respondent went to the home of Mamie McCrory and initiated a life insurance application for Bonner Bontay. Respondent had Mamie McCrory forge the signature of Bonner Bontay on the life insurance application.
- c. On or about July 29, 2003, Respondent went to the home of Mamie McCrory and initiated a life insurance application for Barry McCrory. Respondent had Mamie McCrory forge the signature of Barry McCrory on the life insurance application.
- d. On or about July 29, 2003, Respondent went to the home of Mamie McCrory and initiated a life insurance application for Jermona Bonner. Respondent had Mamie McCrory forge the signature of Jermona Bonner on the life insurance application.

- e. On or about August 2, 2003, Respondent went to the home of Mamie McCrory and collected \$134.99 for the initial monthly premium on five Bankers Life and Casualty Company life insurance policies. The Respondent did not provide a conditional receipt or policy information at, or prior to, the time the premium was collected.
- f. During or about the second week of August, 2003, Respondent went to the home of Mamie McCrory and requested bank information. Mamie McCrory provided the information, but advised Respondent that she did not want premiums to be automatically deducted from her bank account. Respondent processed, or caused to be processed, an automatic bank payment arrangement whereby premiums would be deducted from Mamie McCrory's savings account each month.

4. Respondent violated 210 Neb. Admin. R. & Regs. 19-006.01 as a result of the following conduct:

- a. On or about July 29, 2003, Respondent initiated a life insurance application for Bryan McCrory, and failed to obtain a signed statement as to whether replacement of existing life insurance was involved in the transaction, as the signature of Bryan McCrory on the application is, and was known to be, a forgery.
- b. On or about July 29, 2003, Respondent initiated a life insurance application for Bonner Bontay, and failed to obtain a signed statement as to whether replacement of existing life insurance was involved in the transaction, as the signature of Bonner Bontay on the application is, and was known to be, a forgery.
- c. On or about July 29, 2003, Respondent initiated a life insurance application for Barry McCrory, and failed to obtain a signed statement as to whether replacement of existing life insurance was involved in the transaction, as the signature of Barry McCrory on the application is, and was known to be, a forgery.
- d. On or about July 29, 2003, Respondent initiated a life insurance application for Jermona Bonner, and failed to obtain a signed statement as to whether replacement of existing life insurance was involved in the transaction, as the signature of Jermona Bonner on the application is, and was known to be, a forgery.

5. Respondent violated 210 Neb. Admin. R. & Regs. 19-006.02 as a result of the following conduct:

- a. On or about July 29, 2003, Respondent took a life insurance application for Mamie McCrory, that was intended to replace an existing life insurance

policy, and failed to present the required "Notice Regarding Replacement" form.

- b. On or about July 29, 2003, Respondent took a life insurance application for Bryan McCrory, that was intended to replace an existing life insurance policy, and failed to present the required "Notice Regarding Replacement" form.
- c. On or about July 29, 2003, Respondent took a life insurance application for Bonner Bontay, that was intended to replace an existing life insurance policy, and failed to present the required "Notice Regarding Replacement" form.
- d. On or about July 29, 2003, Respondent took a life insurance application for Barry McCrory, that was intended to replace an existing life insurance policy, and failed to present the required "Notice Regarding Replacement" form.
- e. On or about July 29, 2003, Respondent took a life insurance application for Jermona Bonner that was intended to replace an existing life insurance policy, and failed to present the required "Notice Regarding Replacement" form.
- f. On or about July 29, 2003, Respondent took a life insurance application for Mamie McCrory, that was intended to replace an existing life insurance policy, and failed to obtain and properly identify a list of all existing life insurance to be replaced.
- g. On or about July 29, 2003, Respondent took a life insurance application for Bryan McCrory, that was intended to replace an existing life insurance policy, and failed to obtain and properly identify a list of all existing life insurance to be replaced.
- h. On or about July 29, 2003, Respondent took a life insurance application for Bonner Bontay, that was intended to replace an existing life insurance policy, and failed to obtain and properly identify a list of all existing life insurance to be replaced.
- i. On or about July 29, 2003, Respondent took a life insurance application for Barry McCrory, that was intended to replace an existing life insurance policy, and failed to obtain and properly identify a list of all existing life insurance to be replaced.
- j. On or about July 29, 2003, Respondent took a life insurance application for Jermona Bonner, that was intended to replace an existing life insurance policy, and failed to obtain and properly identify a list of all existing life insurance to be replaced.

6. Respondent was informed of his right to a public hearing. Respondent waives that right, and enters into this Consent Order freely and voluntarily. Respondent understands and acknowledges that by waiving his right to a public hearing, Respondent also waives his right to confrontation of witnesses, production of evidence, and judicial review.

7. Respondent admits the allegations stated in Paragraphs 2 through 5 above.

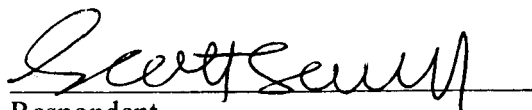
#### CONCLUSIONS OF LAW

Respondent's conduct as alleged above constitutes a violation of Neb. Rev. Stat. §§44-1525(10) (R.S.SUPP., 2003), 44-4059(1)(h) (R.S.SUPP.,2002), and 210 Neb. Admin. R. & Regs. 19-006 et. seq.

#### CONSENT ORDER

It is therefore ordered by the Director of Insurance and agreed by Respondent, Scott Patrick Lawson, that Respondent's insurance producer's license shall be revoked. Additionally, Respondent is required to return his license to the Department of Insurance within ten (10) business days from the date the Director of the Department of Insurance affixes his signature to this document and approves this consent agreement. In witness of their intention to be bound by this Consent Order, each party has executed this document by subscribing his signature below.

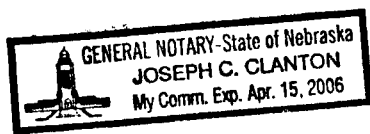
  
Janelle L. Adair, #22618  
Attorney for Petitioner  
941 "O" Street, Suite 400  
Lincoln, NE 68508  
(402) 471-2201

  
Respondent  
6-30-04  
Date

7-1-04  
Date

State of Nebraska )  
County of Douglas ) ss.

On this 25 day of June, 2004, Scott Patrick Lawson personally appeared before me and read this Consent Order, executed the same and acknowledged the same to be his voluntary act and deed.



Joseph C. Clanton  
Notary Public

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Consent Order is adopted as the Final Order of the Nebraska Department of Insurance in the matter of State of Nebraska Department of Insurance vs. Scott Patrick Lawson, Cause No. A-1570.

STATE OF NEBRASKA  
DEPARTMENT OF INSURANCE

L. Tim Wagner  
L. TIM WAGNER  
Director of Insurance

2/18/04  
Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the executed Consent Order was sent to the Respondent, at 929 South 70<sup>th</sup> Plaza, #8, Omaha, NE 68106, by certified mail, return receipt requested on this 13<sup>th</sup> day of July, 2004.

Tracy A. Gruhn